

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into EFFECTIVE THE ____ DAY OF January, 2018 by and between CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and CalAmp Wireless Networks Corporation, a Delaware Corporation ("VENDOR").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the CITY allows for cooperative purchase agreements for work of public improvement. The CITY is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the VENDOR was the lowest responsive and responsible bidder for Invitation for Bid #022217 ("IFB") issued by the National Joint Powers Alliance, a Minnesota public agency. The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the VENDOR has entered a Job Order Contract with the National Joint Powers Alliance ("Original Government Contract").

2. VENDOR's Obligation. VENDOR shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. VENDOR shall not perform services not included in the Construction Task Catalog (i.e. Book 3).

3. CITY's Obligation. City shall make to the VENDOR those payments described in **Exhibit C**, subject to all the terms and condition contained or incorporated herein

4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the VENDOR and the CITY, as follows:

a) CITY's Standard Terms and Conditions attached as Exhibit D and (City Bid File 9285)

b) CITY's Insurance provisions attached as Exhibit E.

c) Address change for the CITY: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the VENDOR agrees that notices and invoices will be sent to:

CITY
City of Fresno
Attention: Bud Tickel
1910 E University
Fresno, CA. 93706
Phone: (559-621-5314
FAX: (559) 498-2589

d) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

e) All other provision in the Original Government Contract are fully binding on the parties and will represent the agreement between the CITY and the VENDOR

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

CalAmp Wireless Networks Corporation,
a Delaware corporation

By: _____
Thomas C. Esqueda, Director
Department of Public Utilities

By: Paul L. Washicko
Name: Paul L. Washicko

ATTEST:
YVONNE SPENCE, CMC
City Clerk

Title: SVP/GM - SaaS
(If corporation or LLC, Board
Chair, Pres. Or Vice Pres.)

By: _____
Deputy
Date _____

By: Stephen M. Moran
Name: Stephen M. Moran
Title: Sr. VP General Counsel & Secretary
(If corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

APPROVED AS TO FORM:
City Attorney's Office

By: Brandon M. Collet
Date: 2/14/18

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

Addresses:
City of Fresno
Attention: Laura Rapp
2600 Fresno Street, Room 2156
Fresno, CA.
Phone: (559) 621-1169
FAX: (559) 488-1069

VENDOR:
CalAmp Wireless Networks Corporation
15635 Alton Parkway, Suite 250
Irvine, CA 92618
Phone: (310) 564-8500
Fax: (310) 787-7435

- Attachments: Exhibit A- IFB#XX
Exhibit B- Original Government Contract
Exhibit C- Vendor Proposal
Exhibit D -CITY's Terms and Conditions
Exhibit E- CITY's Insurance and Indemnity

